

Exhibit A

USA
Deed

After recording return to:

Helaine Honig
Seattle Law Department
600 Fourth Avenue, 10th Floor
Seattle, WA 98104-1877



20030218001345

SEATTLE PARKS QCD 34.00
PAGE 001 OF 015
02/18/2003 11:09
KING COUNTY, WA

E1939524

02/18/2003 11:09
KING COUNTY, WA
TAX \$2.00
SALE \$0.00

PAGE 001 OF 002

This cover page is attached for recording purposes and is not a part of the instrument.

Title: QUIT CLAIM DEED

Reference number of related documents:
NOT APPLICABLE

Grantor:
UNITED STATES OF AMERICA, acting by and through the Department of the Interior

Grantee :
THE CITY OF SEATTLE

Legal description:
1. Abbreviated form: G.L. 1, G.L. 2, Section 2, TWP 25N, RNG 4E, W.M.
2. Additional legal description is on page 1 of document

LC Tax Parcel 0225049062 (ptr)

Exhibit A

Parcel 2, adjusted - Naval Station Puget Sound (Sand Point)
King County, Washington

QUIT CLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Seattle, Washington (hereinafter designated "Grantee"), does hereby convey and quit claim to Grantee, and to its successors and assigns, all Grantor's right, title and interest, together with all after-acquired title of the Grantor therein, in and to property containing approximately 8.2382 acres, including improvements appurtenant thereto, located in King County, Washington, and identified as Parcel 2, adjusted, as described as follows;

A parcel of land in Government Lots 1 and 2 and the Southeast Quarter of the Northwest Quarter of Section 2, Township 25, North Range 4 East, Willamette Meridian, more particularly described as follows;

Commencing at a Point of Reference being the quarter corner common to Section 2 and 11, T 25N, R 4E, WM; thence N14° 47'42" W, 908.789 meters [2981.59 feet] (2978.33 deed)] to a corner of an existing N.O.A.A. property identified by a concrete monument, stamped "U.S. Navy No. 10"; thence N 01° 03'02" E on the westerly line of the existing monumented N.O.A.A. property line a distance of 292.078 meters (958.26 feet) to the TRUE POINT OF BEGINNING being identified by a tack in a lead plug with a brass washer stamped L.S. 11691; thence N 01°03'02"E along said line a distance of 156.448 meters (513.28 feet) to a cased 3"x3" concrete monument with tack in lead, referred to as 10-1: thence continuing N 01°03'02"E a distance of 71.242 meters [233.73 feet (228.23 deed)] to a point on the Inner Harbor Line of Lake Washington as established by the Washington Harbor Line Commission; thence N 88° 39'57"W along said Inner Harbor Line a distance of 54.748 meters (179.62 feet) to an angle point; thence continuing along said Inner Harbor Line N 49° 19'57"W a distance of 25.487 meters (83.62 feet); thence leaving said monument Inner Harbor Line S 26° 33'13" W a distance of 82.049 meters (269.19 feet) to a point from which said monument 10-1 bears S 81° 49'33"E a distance of 110.56 meters (362.73 feet), being identified by a 5/8" iron rebar with cap marked P.A.C.E., L.S. 11691, hereinafter referred to as rebar marker; thence N 88° 56'17"W a distance of 76.810 meters (252.00 feet) to a tack in a lead plug with a lead plug with a brass washer stamped L.S. 11691; thence S 01°02'49"W a distance of 147.850 meters (485.07 feet) to a rebar marker, thence N 61° 35'41" W a distance of 10.269 meters (33.69 feet) to a rebar marker, thence N 75° 49'24" W a distance of 6.114 meters (20.06 feet) to a rebar marker, thence N 70° 07'49" W a distance of 14.289 meters (46.88 feet) to a rebar marker, thence N 84° 43'34" W a distance of 26.737 meters (87.72 feet) to a rebar marker, thence N 29° 46'35" W a distance of 60.847 meters (199.63 feet) to a rebar marker and the Easterly margin of Sand Point Way NE (County Road No. 1283); thence South 12° 53'32" E along said margin a distance of 133.393 meters (437.64 feet) to rebar marker; thence N 51° 13'00" E a distance of 44.534 meters (146.11 feet) to rebar marker; thence North 73° 27'01" East a distance of 18.425 meters (60.45 feet) to a rebar marker; thence North 80° 01'06" East a distance of 42.602 meters (139.77 feet)

Parcel 2, Adjusted, Naval Station Puget Sound (Sand Point) Deed of Conveyance
City of Seattle, Washington

Page 1 of 11

Exhibit A

to a rebar marker; thence South 88° 55'52" East a distance of 147.234 meters (483.05 feet) to the TRUE POINT OF BEGINNING.

Excepting a parcel described as follows;

A parcel of land in Government Lots 1 and 2 and the Southeast Quarter of the Northwest Quarter of Section 2, Township 25, North Range 4 East, Willamette Meridian, more particularly described as follows;

Commencing at a Point of Reference being the quarter corner common to Section 2 and 11, T 25N, R 4E, WM; thence N14° 47'42" W, 908.789 meters [2981.59 feet] (2978.33 deed)] to a corner of an existing N.O.A.A. property identified by a concrete monument, stamped "U.S. Navy No. 10"; thence N 01° 03'02" E on the westerly line of the existing monumented N.O.A.A. property line a distance of 292.078 meters (958.26 feet) to the TRUE POINT OF BEGINNING being identified by a tack in a lead plug with a brass washer stamped L.S. 11691; thence continuing N 01°03'02"E along said line a distance of 22.26 meters (73.05 feet); thence N 88° 55'52" W a distance of 186.51 meters (611.91 feet) more or less, leaving the westerly line of the existing monumented N.O.A.A. property line, to a rebar marker; thence N 61° 35'41" W a distance of 10.269 meters (33.69 feet) to a rebar marker; thence N 75° 49'24" W a distance of 6.114 meters (20.06 feet) to a rebar marker; thence N 70° 07'49" W a distance of 14.289 meters (46.88 feet) to a rebar marker; thence N 84° 43'34" W a distance of 26.737 meters (87.72 feet) to a rebar marker; thence N 29° 46'35" W a distance of 60.847 meters (199.63 feet) to a rebar marker and the Easterly margin of Sand Point Way NE (County Road No. 1283); thence S 12° 53'32" E along said margin a distance of 133.393 meters (437.64 feet) to rebar marker; thence N 51° 13'00" E a distance of 44.534 meters (146.11 feet) to a rebar marker; thence North 73° 27'01" E a distance of 18.425 meters (60.45 feet) to a rebar marker; thence N 80° 01'06" E a distance of 42.602 meters (139.77 feet) to a rebar marker; thence S 88° 55'52" E a distance of 147.234 meters (483.05 feet) to the TRUE POINT OF BEGINNING.

The herein described property is conveyed by the Grantor to the Grantee subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

The Grantor expressly excepts and reserves all remaining oil, gas, and mineral rights and deposits in said land to the Grantor, without rights to surface entry, from the hereinbefore described property, in accordance with all applicable laws.

Pursuant to CERCLA, 42 U.S.C. Section 9620(h), the United States Department of the Navy prepared an Environmental Baseline Survey (EBS), revised March 1, 1996, for the herein-described property. On May 16, 1996, the State of Washington issued a No Further Action Determination. The United States Department of the Navy on April 15, 1998 approved a Finding of Suitability to Transfer (FOST) for Sand Point. The United States Department of the Navy issued Addendum One to the FOST on August 25, 1998 and Addendum Two to the FOST on March 9, 2000. Grantee acknowledges that it has received copies of the EBS and FOST and Addendum's One and Two, together with all documents attached thereto. Remedial action taken by the Navy is set forth in the Base Realignment and Closure Cleanup Plan (BCP), Close Out Version, dated "revised February 28 1996".

Exhibit A

Pursuant to CERCLA, 42 U.S.C. Section 9620(h), the United States covenants and warrants to Grantee, its successors and assigns, that all remedial action, response action or corrective action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken prior to the date of said transfer.

Pursuant to CERCLA, 42 U.S.C. Section 9620(h), the Grantor, on behalf of the Department of Navy, covenants and warrants to Grantee, its successors, and assigns that any additional remedial action found to be necessary to protect human health and the environment with respect to any hazardous substance stored, disposed of, or released on the herein described property prior to the date of transfer shall be conducted by the United States.

Pursuant to CERCLA 42 U.S.C. Section 9620(h), the Grantor reserves a right of access to the property in any case in which a response action or corrective action is found to be necessary after the date of this conveyance for the purpose of, but not limited to, monitoring, investigation, sampling, testing, or removal of any hazardous substance(s). The Grantee shall be provided reasonable notice of any action requiring access to the property and the Grantor shall take all reasonable steps to minimize the disruption of the Grantee's use of the property.

For the purposes of this deed, the term "hazardous substance" shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Federal or Washington State environmental or safety law.

The Grantee, by its acceptance of this deed does covenant and agree for itself, and its successors and assigns, forever, as follows:

Recreation Use Covenants

1. This property shall be used and maintained for public park and recreation purposes in perpetuity, as set forth in the program of utilization and plan contained in the December 1999, application submitted by the City of Seattle for the *Acquisition of a Portion (Building 27 and surrounding land) of the Naval Station Puget Sound*, a copy of which is on file with the Seattle City Clerk. Said program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.
2. The Grantee shall, within six (6) months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions contained herein. However, nothing in this provision shall preclude the Grantee from providing recreational facilities and services compatible with the approved application, through concession agreements entered into with third

Parcel 2, Adjusted, Naval Station Puget Sound (Sand Point) Deed of Conveyance
City of Seattle, Washington

Page 3 of 11

Exhibit A

parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior. The Grantee, its successor or assign shall provide written notice to the State of Washington Department of Ecology or successor agency of any intent to convey any interest in portions of the property identified in Section 8.

4. From the date of this conveyance, the Grantee shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that facilities developed on this property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on this property; and agrees to comply with the provisions of Title III of the Age Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on this property.
6. As part of the consideration for this Deed, the Grantee covenants and agrees that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee will insure that each other person (any legal entity) who, through contractual or other arrangements with the Grantee is authorized to provide services or benefits under said program complies with the same obligations as those imposed upon the Grantee by this covenant (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.
7. As to the obligations in Section 1 through 6, the Grantee shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that arises from the Grantee's or the Grantee's agent's use or occupancy of the property and/or the Grantee's default of the terms of this deed. Nothing in this Section 7 shall be construed in any way to limited the United States obligations pursuant to CERCLA, 42 U.S.C. Section 9620(h), any other law, or this deed, including but not limited to the obligation that any additional remedial action, response action or corrective action found to be necessary to protect human health and the environment with respect to any hazardous

Exhibit A

substances stored, disposed of, or released on the property prior to the date of transfer shall be conducted by the United States.

Hazardous Materials Covenants

8. Portions of the conveyed property have been determined to contain hazardous substances that exceed standards established under the State of Washington Model Toxics Control Act (MTCA). The following restrictive covenants are imposed on the identified portions of the conveyed property. As between Grantee, its successors and assigns, and the United States, a release requiring remediation, including testing and investigations, resulting from the violation of a restriction required by this section by the Grantee or any of its successors or assigns is the responsibility of such Grantee, successor or assign.
 - 8.1. Submerged portions of the property within Pontiac Bay contain contaminated sediments adjacent to the quay wall along the property's waterfront. Activities shall be limited, to the extent practicable, to those activities that do not disturb these sediments. Activities, which cause continued disruption of these sediments, such as continued use of motor driven boats in shallow areas, are prohibited. In addition, new land uses are prohibited that involve continual resuspension or disturbance of sediments, such as public swimming, or windsurfing.
 - 8.2. The use of the tarmac area surrounding Building 27 is restricted to uses which do not penetrate the tarmac. Pipelines which carry AVGAS throughout this area were cleaned and closed. Petroleum contamination exceeding MTCA levels was detected east of Building 11, a 62,000 s.f. public works office and shop building located on Parcel 1, Lot A. Because the contamination is located beneath the tarmac, constructed with 18-24" of reinforced concrete, and there is no exposure pathway, soils were not remediated. There is no immediate risk to human health and the environment so long as the tarmac is not penetrated or removed thereby exposing the underlying soil and fill.
 - 8.3. Prior to willingly conducting a use inconsistent with a restrictive covenant contained in this Section 8, the Grantee, or its assignee or successors shall notify in writing the Grantor and the State of Washington Department of Ecology, or successor agency and obtain approval of the proposed change in use in accordance with WAC 173-340-440(5) or any amendment thereto. The Grantor shall take any action necessary with regards to this Section 8 to carry out an approval or other decision of the State of Washington Department of Ecology or successor agency.
 - 8.4. Grantee, or its successor or assign, shall provide notice to the State of Washington Department of Ecology or successor agency of the party's intent to convey any interest in portions of the property identified in this Section 8.
 - 8.5. If the Grantee is in default of the conditions and terms of this Section 8, Grantee shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand, or action, liability of judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) to the extent caused by such default.
 - 8.6. The Grantor for itself and its successors and assigns hereby grants to the Washington State Department of Ecology or successor agency, and its designated representatives, the right to enter the property at reasonable times for the purpose of evaluating compliance with a cleanup action plan and other required plans relating to this Section 8, including the right to take samples, inspect any remedial actions taken at the site, and to inspect records.

Parcel 2, Adjusted, Naval Station Puget Sound (Sand Point) Deed of Conveyance
City of Seattle, Washington

Page 5 of 11

Exhibit A

9. The Grantee acknowledges that it has received the EBS and the FOST and its attachments. The Grantee acknowledges that it has had the opportunity to inspect the physical condition and current level of environmental hazards on the property and to determine the suitability of the property as to safety for the Grantee's intended use, human health, and the environment in general.
10. The Grantee agrees to indemnify, defend, save, and hold harmless the Grantor, and Grantor employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, costs associated with any investigation, monitoring, sampling, testing, or removal of hazardous substance(s), attorney fees and expenses, and court costs) to the extent caused by the release of any hazardous substance(s) brought onto the herein described property after the date of this deed and while the property was in the possession and/or control of the Grantee. However, nothing in this Section 10 shall be construed to limit in any way the United States' obligations pursuant to CERCLA, 42 U.S.C. Section 9620(h), any other law, or this deed, including but not limited to the obligation that any additional remedial action, response or corrective action found to be necessary to protect human health and the environment with respect to any hazardous substances stored, disposed or, or released on the property prior to the date of transfer shall be conducted by the United States.

Lead Based Paints and Asbestos Covenants

11. The Grantee is hereby informed and does acknowledge that Building 27 located on the property is presumed to contain lead-based paints. The presence of lead-based paints within this structure may affect their use for residential purposes in compliance with 24 CFR Part 35, Subpart H. The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paints or lead-based paint hazards prior to the execution of this conveyance. The Grantee covenants that, if required by applicable federal or state law and in compliance with such law, Grantee will provide for an inspection, abatement, and/or elimination of any lead-based paint hazard on a portion of the applicable property (as defined and limited by this Section 11) prior to the occupancy or use of said portion of the property by successors or assigns. The Grantee covenants and agrees to be responsible for any remediation of lead-based paint or lead-based paint hazards on the applicable property (as defined and limited by this Section 11) found to be necessary and required by federal or state law after the date of conveyance. The Grantee covenants and agrees to indemnify and hold harmless the Grantor, its agents and employees against any claims for personal injury to the extent caused by exposure, after the date on which the City took control of the relevant portion of the property, to lead-based paint on the applicable property (as defined and limited by this Section 11). Should, in the future, lead-based paint present in, on, or under the property prior to the date of transfer be considered a CERCLA release, nothing in this Section 11 shall be construed to limit in any way the United States' obligations pursuant to CERCLA, 42 U.S.C. Section 9620(h), any other law, or this deed, including but not limited to the obligation that any additional remedial action, response or corrective action found to be necessary to protect human health and the environment with respect to any hazardous substances stored, disposed or, or released on the property prior to the date of transfer shall be conducted by the United States.
12. The Grantee is hereby informed and does acknowledge Grantor's representation that asbestos and asbestos containing materials have been found on the property as described in the FOST, EBS, and

Parcel 2, Adjusted, Naval Station Puget Sound (Sand Point) Deed of Conveyance
City of Seattle, Washington

Page 6 of 11

Exhibit A

there attachments. The scope of this Section 12, and the meaning of "applicable property," is specifically limited to only the building interiors of those portions of the property on which the EBS, or the FOST or its attachments, identified that asbestos or asbestos containing material was present. The Grantee covenants and agrees that in its use and occupancy of the applicable property (as defined and limited by this Section 12), it will comply with all Federal, State and local laws relating to asbestos; and that Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee or to any other person, including members of the general public, to the extent caused by the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever, after the date on which the City took control of the relevant portion of the property, with asbestos on the applicable property (as defined and limited by this Section 12), whether Grantee has properly warned or failed properly to warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary and required by federal or state law on the applicable property (as defined and limited by this Section 12). Should, in the future, asbestos present in, on, or under the property prior to the date of transfer be considered a CERCLA release, nothing in this Section 12 shall be construed to limit in any way the United States' obligations pursuant to CERCLA, 42 U.S.C. Section 9620(h), any other law, or this deed, including but not limited to the obligation that any additional remedial action, response or corrective action found to be necessary to protect human health and the environment with respect to any hazardous substances stored, disposed or, or released on the property prior to the date of transfer shall be conducted by the United States.

Historic Resource Covenant

13. The property conveyed herein is contained within Sand Point Historic District. The Grantee hereby covenants on behalf of itself, heirs, successors, and assigns at all times to the United States to maintain property described within this Section in accordance with the Historic Preservation Covenant, attached hereto as Exhibit A. Incorporation of this Historic Preservation Covenant is made pursuant to the October 1997 Programmatic Agreement among the Department of the Navy, The Advisory Council on Historic Preservation, and The Washington State Historic Preservation Officer Regarding: Base Closure and Disposal of the Naval Station Puget Sound, Sand Point, a copy of which can be located at the Office of Sand Point Operations, 7400 Sand Point Way NE, Seattle, WA 98115.

Reversion and Default

14. The failure of the Grantee, or of its successors and assigns, to comply with any of the conditions and covenants contained in this deed shall constitute a default if such default shall continue, after written notice from the Grantor specifically identifying the nature of the default, for a period of not less than ninety (90) days, or such longer period as may be reasonably required to cure the default, provided the Grantee commences the cure within said ninety (90) days after the Grantor's written notice of default and covenants to diligently complete the cure within such reasonable period. In the event the Grantee is in default of any covenant or condition contained in this deed then upon failure to eliminate, rectify, cure, or commence action to cure said breach within the time agreed upon, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the property of the Grantor. In addition to all other remedies for such breach relating to the use of the property for park and recreation purposes, the preservation of identified historic resources, or related to nondiscrimination, the Grantee, its successors and assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all

Exhibit A

of the tenements, hereditaments, and appurtenances thereunto belonging. With regard thereto, the Grantee shall execute a deed, as directed by the Grantor, conveying all interest in the premises and improvements thereon to the Grantor. The failure of the grantor to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

15. The Grantee, by its acceptance of this deed, covenants and agrees that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.

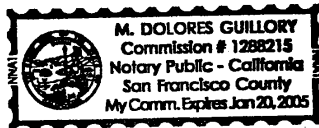
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this 12th day of December, 2002.

UNITED STATES OF AMERICA
Acting by and through the Secretary of the Interior

By Arthur E. Eck
Arthur E. Eck
Deputy Regional Director, Pacific West Region
National Park Service

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On this 12 day of December, 2002, before me, the subscriber, personally appeared Arthur E. Eck to be known and personally known to me to be the Deputy Regional Director, Pacific West Region, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Deputy Regional Director, Pacific West Region aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Witness my hand and official seal.

M. Dolores Guillory
NOTARY PUBLIC

Parcel 2, Adjusted, Naval Station Puget Sound (Sand Point) Deed of Conveyance
City of Seattle, Washington

Page 8 of 11

Exhibit A

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

GRANTEE
City of Seattle, Washington

By

Date

1/9/03

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 9th day of JANUARY, 2003, before me, the undersigned notary, Kenneth Bounds, Director City of Seattle Department of Parks and Recreation, personally appeared and being the duly authorized official of the City of Seattle, Washington and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of the City of Seattle, Washington, for the purposes and uses therein described.

Witness my hand and official seal.

JOSETTE VALENTINO
Notte Valentino
NOTARY PUBLIC



Exhibit A

Exhibit A HISTORIC PRESERVATION COVENANT

The property conveyed herein is within the Naval Station Puget Sound (NSPS) Sand Point Historic District. A location map depicting the parcel in relation to the Historic District and a list of buildings and other site features that are considered contributing elements to the Historic District are described on Attachment 1 to this Exhibit. All structures and site features identified as contributing elements to the NSPS Sand Point Historic District have been determined by the Washington State Historic Preservation Office (SHPO) to be eligible for inclusion in the National Register of Historic Places and shall therefore be preserved, protected, and maintained in accordance with plans approved by the National Park Service (NPS) and prior agreements between the Department of Navy and the State of Washington Historic Preservation Officer (SHPO), herein incorporated by reference.

1. Prior to the initiation of any construction, alteration, remodeling, demolition, disturbance of the ground surface, irrevocable disturbance of landscape settings, or other action which would materially affect the integrity, appearance, or historic value of structures or settings, the grantee or successors and assigns shall obtain the approval of the National Park Service and/or a designee (SHPO). Actions considered to materially affect the property would affect the exterior surfaces, or change the height, or alter the exterior facade (including without limitation exterior walls, windows and roofs, design, color and materials), or adversely effect the structural soundness of the property or alter a significant interior feature. Actions that would affect views within the historic district, landscaping, open space, add new structures or paved areas or site elements such as towers, fences, signs would also be considered to materially affect the property. Plans which are submitted in accordance with this section shall be prepared to conform, to the maximum extent possible, with the Secretary of Interior's *"Standards and Guidelines for Historic Preservation Projects"* as supplemented or amended.
2. Projects identified within and in full conformance with a Historic Property Reuse and Protection Plan, approved by the National Park Service and/or a designee shall be considered to be pre-approved and are not subject to the requirements of item 1 of this section.
3. Grantee will make every effort to retain and reuse, to the extent practicable, the historic structures.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the United States Government may, following reasonable notice to the Grantee, institute any action to enjoin said violation or to recover the restoration of the property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such action, including all court costs and attorney's fees.
5. The failure of the United States Government to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
6. This historic preservation covenant is a binding servitude on the grantee and its successors, and assigns in perpetuity. Restrictions, stipulations and covenants contained herein shall be inserted by the grantee verbatim or by explicit reference in any deed or other legal instrument by which it divests itself of either fee simple or any lesser estate of all or any part of the real estate that is associated with the NSPS Sand Point Historic District.

**ATTACHMENT 1 to Exhibit A
SAND POINT HISTORIC DISTRICT CONTRIBUTING ELEMENTS
AND THEIR CHARACTER DEFINING FEATURES
CONTAINED WITHIN THE NATIONAL PARK SERVICE'S
PUBLIC BENEFIT CONVEYANCE TO THE CITY OF SEATTLE**

The following features of the various historic district elements were determined to be character defining by the representatives of the Washington State Office of Archeology and Historic Preservation, the Navy and the City of Seattle during site inspections conducted in September, 1996, March, June, July, and August of 1997.

BUILDINGS

In general the character defining exterior features of contributing buildings are wall surfaces, rooflines, window openings and divided light windows, specialized doors, art deco architectural ornamentation and lighting fixtures. Most of the buildings retain their original style. There have been additions to many of the buildings but most were completed prior to W.W. II and used similar materials in the same style to mimic the original structure. Original windows and doors have been replaced in several instances with non-original material but the placement and style have been retained. There is sufficient integrity in the floor plans, space volumes, exposed structural elements, and industrial finishes in the hangars and other shop spaces to make these interior features contributing elements. In the case of the other types of buildings most have been substantially modified during numerous renovations and use changes and exhibit a limited amount of details or fabric worthy of retention.

It is important to note that the building specific character defining features listed below are intended to provide a baseline reference point for consideration during development of alteration and maintenance projects. Preservation of the listed features should be the goal during project planning. In addition it should not be assumed that projects, especially large scale interior remodel projects, will not have an adverse effect on historic character even if none of the listed features is affected. Such projects will still require review by a historic preservation specialist.

Building Specific Features

Building 27 (Parcel 2, - constructed 1937) Steel Frame building constructed to be an aircraft hangar containing a little over 100,000 s.f.. It is 50 feet high and contains one large hangar bay and office and storage on the northwest and southeast corner for the full four-story height. The building cladding is corrugated transite panels. This building relates directly to the historic aviation mission.

Building 27 Exterior Features

1. Original multi-story rolling (hand cranked) metal framed hangar doors on the east and west sides of the hangar bays. These doors have large four light windows in the center starting at the second story level to the top.
2. Original steel framed divided light widows on the north and south walls.

Building 27 Interior Features

1. Interior space volume in hangar bays.
2. Original Laminated wood ceiling.

Parcel 2, Adjusted, Naval Station Puget Sound (Sand Point) Deed of Conveyance
City of Seattle, Washington

Page 11 of 11